

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Please initial next to each paragraph after you have read it, to show that you have read it and agree. As used below, "BAE SYSTEMS" shall mean its officers, directors, employees, agents and assigns, or any third party designated and approved by BAE SYSTEMS at any time. As used below, "FIRST" shall mean United States Foundation For Inspiration and Recognition of Science and Technology, and its officers, directors, employees, agents and assigns or any third party designated and approved by FIRST at any time, including, without limitation, print, publication, television, broadcast, video, development and National Geographic Television. As used below, "Participant" shall mean any individual, student, mentor, teacher or volunteer involved in the FIRST Robotics Competition ("Event") being held at the Verizon Wireless Arena, 555 Elm Street, Manchester, New Hampshire on March 4-6, 2004.

____ 1. I, _____ (name), of _____ (address), _____ (city), _____ County, _____ (state), acknowledge that I have voluntarily applied to participate in the Event as a Participant. As lawful consideration for being permitted to participate in the activities scheduled and associated with the Event, Participant hereby agree to the following:

____ 2. I hereby grant to FIRST the right to photograph and/or videotape me during my participation in an Event. I further grant to FIRST, forever and throughout the world, the right to use these photographs and videotapes of my likeness, voice and sounds during my participation, and to reuse or license the right to reuse such photographs and videotapes of my participation, and my name, likeness and biography, as FIRST may desire, in all media and in all forms and for all purposes, including without limitation, advertising and other promotions for FIRST, without further compensation to me or any limitation whatsoever. In granting this license, I understand that FIRST is not under any obligation to exercise any of their rights, licenses and privileges herein granted. Each such photograph and videotape shall be a work for hire and FIRST shall be deemed the owner of any copyright and/or trademark rights therein (and all applications, registrations and renewals resulting therefrom). If, however, the work is deemed not to be a work made for hire by a court of competent jurisdiction, then this Agreement shall constitute an irrevocable assignment of the worldwide copyright in the work to FIRST.

____ 3. I am fully cognizant of the risks in participating in the Event and acknowledge that I and/or my family, including minor children, are fully capable of participating in the Event. I am willingly assume full responsibility for the risk of bodily injury (including, without limitation, death) and property damage, inherent in such participation.

____ 4. I agree that any bodily injury; death or loss of personal property and expenses as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are my responsibility. To the fullest extent permitted by applicable laws, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAE SYSTEMS AND FIRST FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE WHILE I AM PARTICIPATING IN THE EVENT. I EXPRESSLY WAIVE ANY CLAIMS OR CAUSES OF ACTION WHICH I MAY NOW OR HEREAFTER HAVE AGAINST BAE SYSTEMS AND FIRST ARISING OUT OF MY PARTICIPATION IN THE EVENT, AND I WILL INDEMNIFY AND HOLD HARMLESS BAE SYSTEMS AND FIRST AGAINST ANY AND ALL CLAIMS RESULTING FROM SUCH PARTICIPATION.

____ 5. To the fullest extent permitted by applicable laws, I assume full responsibility for the risk of bodily injury, death or property damage DUE TO THE NEGLIGENCE OF BAE SYSTEMS AND/OR FIRST AND I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAE SYSTEMS AND FIRST FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE WHILE I AM PARTICIPATING IN THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF BAE SYSTEMS AND/OR FIRST OR OTHERWISE. I EXPRESSLY WAIVE ANY CLAIMS OR CAUSES OF ACTION WHICH I MAY NOW OR HEREAFTER HAVE AGAINST BAE SYSTEMS AND/OR FIRST ARISING OUT OF BAE SYSTEMS AND/OR FIRST'S OWN NEGLIGENCE OR OTHERWISE, AND I WILL INDEMNIFY AND HOLD HARMLESS BAE SYSTEMS AND FIRST AGAINST ANY AND ALL POTENTIAL CLAIMS.

____ 6. I give permission for a licensed medical authority (EMT, RN, LPN) to administer first aid or a doctor of medicine selected by FIRST or other Event personnel to hospitalize, secure proper treatment for, and to order medicine, injections, anesthesia, surgery, or x-rays for me and/or my family, including minor children, following a medical emergency. I also give permission for Event personnel to provide transport to a medical facility for the purpose of obtaining medical care following an injury or medical emergency. I will not hold responsible FIRST or BAE SYSTEMS for any injury or repercussions from medical attention.

____ 7. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that if any such portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

____ 8. This Release shall be binding upon my heirs, personal representatives and assigns, and me. It shall be governed by and construed under the laws of the State of New Hampshire without regard to conflicts of law principles. Venue for any legal action arising out of or in connection with this Release shall be in Hillsborough County, New Hampshire and jurisdiction shall be vested exclusively in the Superior Court in and for Hillsborough County, New Hampshire, or, if appropriate, in the Federal District Court of New Hampshire. This Release constitutes the entire agreement among the parties hereto with respect to the subject matter of this Release and supersedes any and all previous agreements among the parties, whether written or oral, with respect to such subject matter.

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_____9. I have read and voluntarily sign this Release and Waiver of Liability and Indemnity Agreement, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature

Date

Name (Printed)

Address _____ City _____ State _____ Zip _____

Phone: Home _____ Work _____ Age _____ Sex _____

For those persons under the age of eighteen (18) years: I hereby consent and agree to the above as the Parent/Legal Guardian of _____ (minor's name) in which case, "Participant", "I", "me" and "my" as used herein shall refer to said minor.

Parent or Legal Guardian

Print Name

Team Number